



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

February 15, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Adam R. Massaro, Distribution Engineer *ARM*

Subject: Queens Landing Subdivision Phase 1

Town of West Seneca

ECWA File No.: BCD-11-01

EC #6488

ECWA Project No.: 201100112

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The documents listed below have been reviewed and accepted by the Engineering Department and Legal Department a part of the final Authority approval of the Builder-Contractor-Developer (BCD) watermain extension process. The above referenced project is located in a direct service area which requires the BCD process in order to design and construct a watermain extension that will be owned (direct service) by ECWA. These documents are required by and identified in the BCD Agreement previously executed by the developer and ECWA.

- ECWA Authorization Form.
- Bill of Sale.
- Schedule of Inventory.
- Certificate of Construction Compliance.
- Maintenance Bond.
- Payment Bond.

A resolution is requested for the final acceptance of the subject BCD project and adding it to the Authority's property records.

ARM:jmf

Attachments

cc: L.Kowalski

M.Murphy

M.Quinn

K.Prendergast (w/Schedule of Inventory)

J.Tomaka (w/Schedule of Inventory)

ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Documents  
(check which apply)

**Contract:** BCD-11-01

**Project No.:** 201100112

**Project Description:** Queens Landing Subdivision Phase 1, Town of West Seneca

**Item Description:**






- |   |  |   |                                       |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement                 | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment          | <input type="checkbox"/> Change Order |
| <input checked="" type="checkbox"/> BCD                       | <input type="checkbox"/> NYSDOT Agreement              | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum     |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids |   |                                       |
| <input type="checkbox"/> Request for Proposals                |  |   |                                       |
| <input type="checkbox"/> Other _____                          |  |   |                                       |

**Action Requested:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute            | <input checked="" type="checkbox"/> Legal Approval                   |
| <input type="checkbox"/> Board Authorization to Award                         | <input checked="" type="checkbox"/> Execution by the Chairman        |
| <input type="checkbox"/> Board Authorization to Advertise for Bids            | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals |  |
| <input type="checkbox"/> Other _____  |  |

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

- |   |  |                         |
|---|--|-------------------------|
| <input checked="" type="checkbox"/> Sr. Distribution Engineer |   | Date: <u>2/15/2022</u>  |
| <input checked="" type="checkbox"/> Chief Operating Officer   |   | Date: <u>2/15/2022</u>  |
| <input checked="" type="checkbox"/> Executive Engineer        |   | Date: <u>02/15/2022</u> |
| <input type="checkbox"/> Director of Administration           | _____  | Date: _____             |
| <input type="checkbox"/> Risk Manager                         | _____  | Date: _____             |
| <input checked="" type="checkbox"/> Chief Financial Officer   |  | Date: <u>02/15/2022</u> |
| <input checked="" type="checkbox"/> Legal                     |   | Date: <u>2/15/2022</u>  |

**APPROVED FOR BOARD RESOLUTION:**

- |  |   |                      |
|--|---|----------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: <u>2/15/22</u> |
|--|---|----------------------|

**Remarks:** EC 6488

**Resolution Date:** \_\_\_\_\_

**Item No:** \_\_\_\_\_

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT 1000 Queens Grant LLC  
1 Niagara Square  
Buffalo, NY 14202

party of the first part, for and in consideration of the sum of TWO AND 00/100 DOLLARS and other good and valuable consideration (\$2.00) lawful money of the United States, to the party of the first part in hand paid, by the **ERIE COUNTY WATER AUTHORITY, 350 Ellicott Square Building, 295 Main Street, Buffalo, New York 14203**, party of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these present does grant and convey unto the said party of the second part, the heirs, executors, administrators, successors and assigns thereof.

Queens Landing Subdivision Phase 1  
Town of West Seneca  
EC No. 6488; BCD-11-01  
Project No. 201100112  
(Description of Bill of Sale-what is covered)

**TO HAVE AND TO HOLD**, the same unto the said party of the second part, the heirs, executors, administrators, successors and assigns thereof forever. And the party of the first part does covenant and agree to and with the said party of the second part, to **WARRANT AND DEFEND** the sale of the said goods and chattels hereby sold unto the said party of the second part, the heirs, executors, administrators, successors and assigns hereof, against all and every person and persons whosoever.

The party of the first part **FURTHER WARRANTS** that it is the sole and absolute owner of the property described in said Bill of Sale, and each and every part thereof, and it has the full right to sell and transfer the same.

That the said property, and each and every part thereof, is free and clear of any and all liens, mortgages, debts and other encumbrances or claims of whatsoever kind or nature.

That the party of the first part is not indebted to anyone and has no creditors in connection with said property.

That there are no judgments existing against said party, in any Court, nor are there any replevins, attachments, or executions issued against said party now in force; nor has any petition in bankruptcy been filed by or against it.

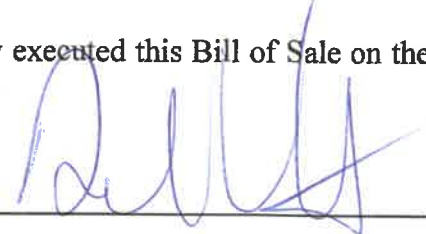
That this warrantee is given for the purpose and with the intent of inducing the party of the second part to purchase the property described in said Bill of Sale, knowing that such party will rely thereon and pay a good valuable consideration thereof.

The parties of the first part shall be responsible for any and all costs, disbursements and attorney fees incurred by the party of the second part in any litigation dispute or their legal proceeding relating to this Bill of Sale.

Whenever the text thereof required, the singular number used herein shall include the plural and all genders.

IN WITNESS WHEREOF, the party of the first part has duly executed this Bill of Sale on the 1<sup>st</sup> day of FEBRUARY, 20 22.

In Presence of:

  
\_\_\_\_\_  
David J. Capretto  
1000 Queens Grant, LLC

STATE OF NEW YORK)


COUNTY OF ERIE)

SS.:

On this 1<sup>st</sup> day of FEBRUARY, 20 22, before me personally came

DAVID J. CAPRETTO,

to me known and known to me to be the same person(s) described in and whom executed the within instrument, and he (they severally) duly acknowledge to me that he (they) executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

JULIE A RAUSCHER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01RA4997720  
Qualified in Erie County  
My Commission Expires June 15, 2022



Erie County Water Authority  
3030 Union Rd.  
Cheektowaga, NY 14227

*Site ready...earth friendly*

**January 28, 2022**

**Queens Landing Phase 1: Schedule of Inventory to Bill of Sale**

Adam,

As requested, this constitutes the schedule attached to a Bill of Sale to the Erie County Water Authority of All Water Mains and Apparatuses in the subdivision known as:

Queens Landing Phase 1

And composed of the following inventory and cost to the Builder, Contractor, Developer, whose address is:

1 Niagara Square, Buffalo, New York 14202

**SEE TABLES ATTACHED:**

By: Joseph L. Russo II

Signed: 

Title: PRESIDENT

(SEAL)



To: Members of the Authority.

I have reviewed the costs of figures provided and find them reasonable and correct.

Signed: 

Date: 02/07/2022



# Schedule of Inventory to Bill of Sale - Queens Landing Phase 1

1/28/2022

## ITEM 1 - PIPE

LENGTH	SIZE	MATERIAL	COST
1,152	8"	C-900	\$55,585.00
Total			\$55,585.00

## ITEM - HYDRANTS

QUANTITY	MAKE AND TYPE	COST
3	Mueller Super Centurion Fire Hydrant	\$7,439.00
Total		\$7,439.00

## ITEM 3 - VALVES

QUANTITY	SIZE	MAKE AND TYPE	COST
3	6"	Mueller Co.	\$1,966.00
3	8"	Mueller Co.	\$3,087.00
6	V619	Bibby STE-CROIX	\$993.00
Total			\$6,046.00

Project total	\$69,070.00
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## ITEM 4 - DOMESTIC SERVICES

QUANTITY	SIZE	SHORT	LONG	COST
N/A				

## ITEM 5 - FIRE SERVICES

QUANTITY	SIZE	SHORT	LONG	COST
N/A				

## ITEM 6 - MISCELLANEOUS

N/A

By:

Signed:

Title:

*Leah W. [Signature]*  
*[Signature]*  
*Gen*



ERIE COUNTY DEPARTMENT OF HEALTH

Bureau of Potable Water

Engineering Section

95 Franklin Street Room 931

Buffalo, New York 14202

**CERTIFICATE OF CONSTRUCTION COMPLIANCE**

Project Description:

Name of Project: **Queens Landing Subdivision, Phase 1, ECWA Project No 201100112, EC No. 6488;  
BCD-11-01 in the Town of West Seneca, New York**

Description (If different, supervising engineer must clarify).

**Installation of 1,124 lf of 8-inch AWWA C-900 pvc watermain along South Drive in the Town  
of West Seneca including 3 hydrants, valves and appurtenances. The work also included an 8-inch DIP  
connection of South Drive at Abbott Road to the existing 24-inch water transmission main and the  
abandonment of the old 6-inch CIP road crossing.**

Approval Date 08/26/2019

Erie County Health Department  
Permit Number RWIN-B39R23

Construction of the above project must be under the supervision of a person or firm licensed to practice professional engineering in the State of New York, as required under the State Education Law. The person or firm supervising the above project must file a Certificate of Construction Compliance within 30 days for waterlines and 60 days for sewers after the completion of construction, with the Erie County Health Department at the above address.

Date of Start of Construction

Date of Completion

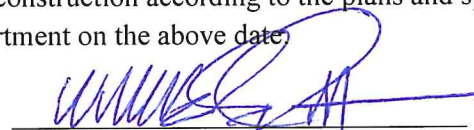
03/16/2021

12/15/2021

I hereby certify that the above project has been construction according to the plans and specifications which were approved by the Erie County Health Department on the above date.

12/20/2021

Date



**William E. Schutt, P.E.**

Signature of Supervising Engineer

Name of Firm or Office

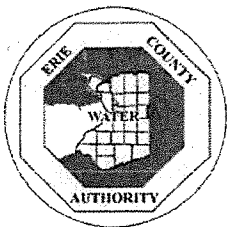
Wm Schutt Associates

Address

37 Central Ave, Lancaster NY 14086

New York State License #

58840



# Pressure Test / Leakage Test Report

(Please print all information)

Project Name: QUEENS LANDING  
21040

Date of Testing: 19 Oct 21

Inspector Name: GARY E KANE

Firm: SCHUTT

Location: STA 0+06 TO 11+30

Watermain Diameter: 8 inches

Diameter of Reservoir: 15 inches

Watermain Type: Ductile Iron PVC RCCP

Starting Depth: 12 inches

Ending Depth: 12 inches

Length of Main: 1124 linear feet

Volume Loss: cf x 7.48 gal/cf = gallons

(Maximum distance of 2,000 LF)

0.53 jke, 12/20/21

1.19 jke, 12/20/21

Leakage Rate Allowed: 0.59 g/hr/1000 LF x 1124 LF x 2 hrs divided by 1000 = 1.32 gallons

Time (hrs:min)	Pressure Reading (psi)	Repressurized To (psi)	Pressure Loss (psi)	Cumulative Pressure Loss (psi)	Leakage Recorded (gal)
0:00	<u>175</u>	<u>N/A</u>	<u>0</u>	<u>0</u>	<u>0</u>
0:15					
0:30					
0:45					
1:00					
1:15					
1:30					
1:45					
2:00	<u>175</u>		<u>0</u>	<u>0</u>	<u>0</u>
If the cumulative pressure loss is 3 psi or greater, run test for another 2 hours.					
2:30					
3:00					
3:30					
4:00					
Total Recorded Leakage (gal):					<u>0</u>
Total Allowed Leakage (gal):					<u>1.32</u> <u>1.19</u> jke, 12/20/21

- Before the test, did you witness all the line valves opened, and all the end valves closed? Yes / No
- Does the mainline, and every tee branch, have 2" or larger blowoffs for proper flushing? Yes / No
- Did you witness the pressure gauge dropping to zero when the pressure was released? Yes / No
- Was the total pressure loss recorded less than 5 psi? Yes / No
- Do you believe the test passed per all current ECWA and Erie County Health Dept specifications? Yes / No

Gary E Kane  
Inspector's Signature and Date









Sample point location

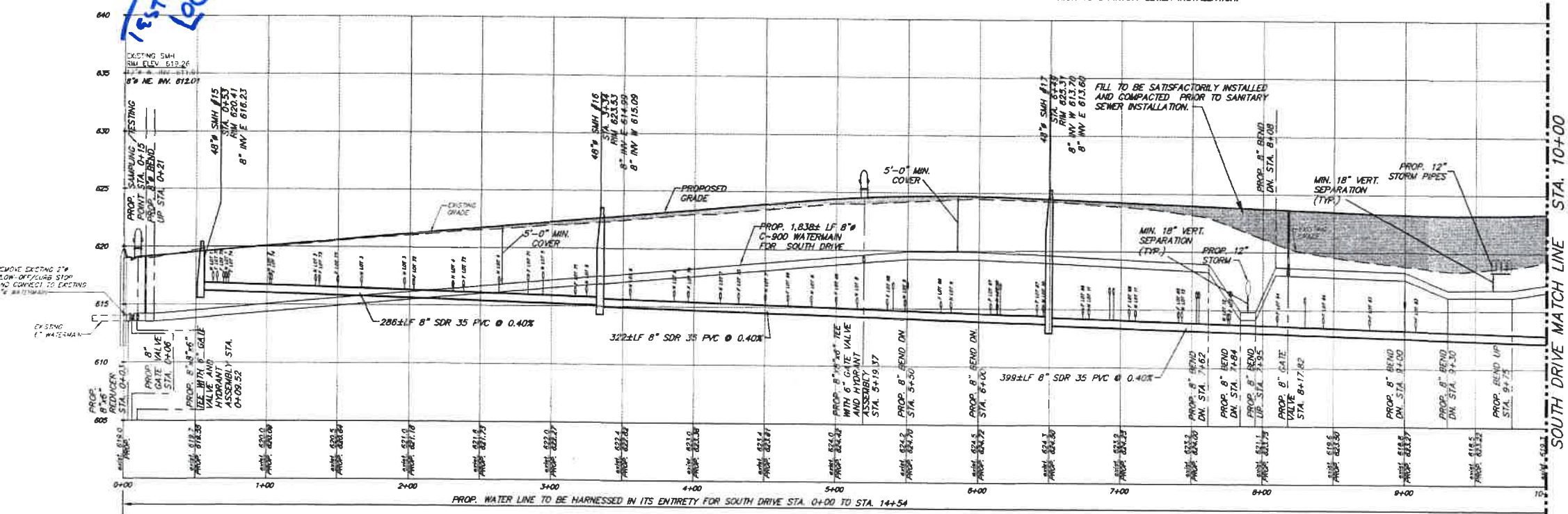
After waterline installation -> Install temp valve at existing main.  
90 up to 4" rpz set up, 90 degree back down to installed watermain.  
-Perform scour test, pressure test, flush main.  
chlorination test completed by McAndrews Lab  
twice, 24 hours apart.  
-Gauges used are calibrated and certified -  
-Info is sent to engineer for final approvals and distribution to  
CWA



**NOTE:**

1. MAINTAIN 5' MINIMUM COVER OVER WATERLINE AT ALL TIMES.
2. FILL TO BE SATISFACTORILY INSTALLED AND COMPACTED PRIOR TO SANITARY SEWER INSTALLATION.

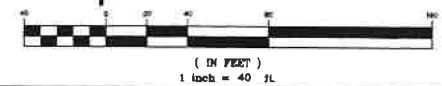
TESTING LOCATION



BEND	STATION	OFFSET LT.
11 1/4"	0+11.68	19.51 L
11 1/4"	0+58.22	19.08 L
11 1/4"	2+74.12	20.35 L
11 1/4"	3+51.68	18.64 L
11 1/4"	10+36.96	19.59 L
11 1/4"	11+45.25	19.32 L
11 1/4"	12+57.71	19.53 L
11 1/4"	13+59.42	19.56 L
11 1/4"	14+66.20	18.83 L
11 1/4"	15+60.67	20.46 L



GRAPHIC SCALE



SOUTH DR - PROFILE

SCALE:  
HORIZ.: 1"=40'  
VERT.: 1"=5'

UNAUTHORIZED ALTERATION  
OR ADDITION TO THIS  
ENGINEERING DRAWING IS  
A VIOLATION OF SECTION  
7209, PROVISION 2 OF  
THE NEW YORK STATE  
EDUCATION LAW.

NUSSBAUMER & CLARKE, INC.  
A CORPORATION REGISTERED TO PRACTICE  
PROFESSIONAL ENGINEERING & LAND SURVEYING  
IN THE STATE OF NEW YORK

REVISIONS			
NO.	BY	DATE	COMMENT
1	PJB	04/11	INTERNAL REVISIONS
2	PJB	06/27	ECWA COMMENTS
3	KPB	11/07/11	DEC AND DSM COMMENTS
4	VBS	4-13-12	ECWA COMMENTS, ECDSM COMMENTS
5	VBS	7-30-20	COMMENTS ADDRESSING 6.29.20 COMMENT FROM TX. WEST SENeca ENGINEERING
6	VBS	9-18-20	ECWA REVIEW COMMENTS

DESIGNED BY: NCI

DRAWN BY: NCI

05/05/2000

DATE: 08/06/2020

JOB NO. 08J5--0041

DRAWING NO. 0815 00

CHECKED BY: MCP

CHECKED BY: R. IP

11 of 11

SCALE: 1"=40'

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**Nussbaumer  
& Clarke, Inc.**  
ENGINEERS AND SURVEYORS  
BUFFALO, NY

**QUEENS LANDING SUBDIVISION**  
FOR : 1000 QUEENS GRANT LLC.  
TOWN OF WEST SENECA, ERIE COUNTY  
STATE OF NEW YORK

**SANITARY, WATER PLAN/PROFILE**  
**STA 0+00 TO 10+00**

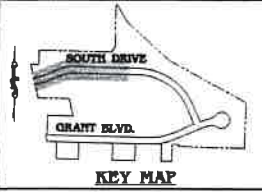
SHEET NO.

C22

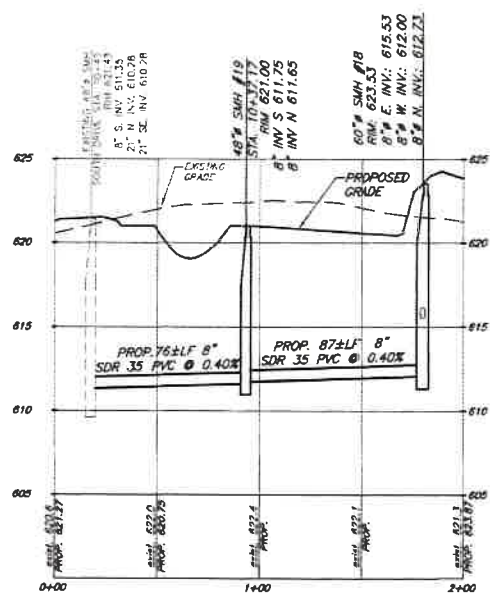
**or**  
**C32**

M: Land Development\08\0825-0041 - Capovello - Queen's Grant Revised\Drawings\Boss Drawings\0825-0041 SANITARY-WATER PLAN AND PROFILE.dwg 9/18/2020 VSARPCONE

BEFORE YOU DIG, DRILL OR BLAST IN WESTERN OR CENTRAL  
NEW YORK, CALL DIG SAFELY NEW YORK 1-800-882-7862.

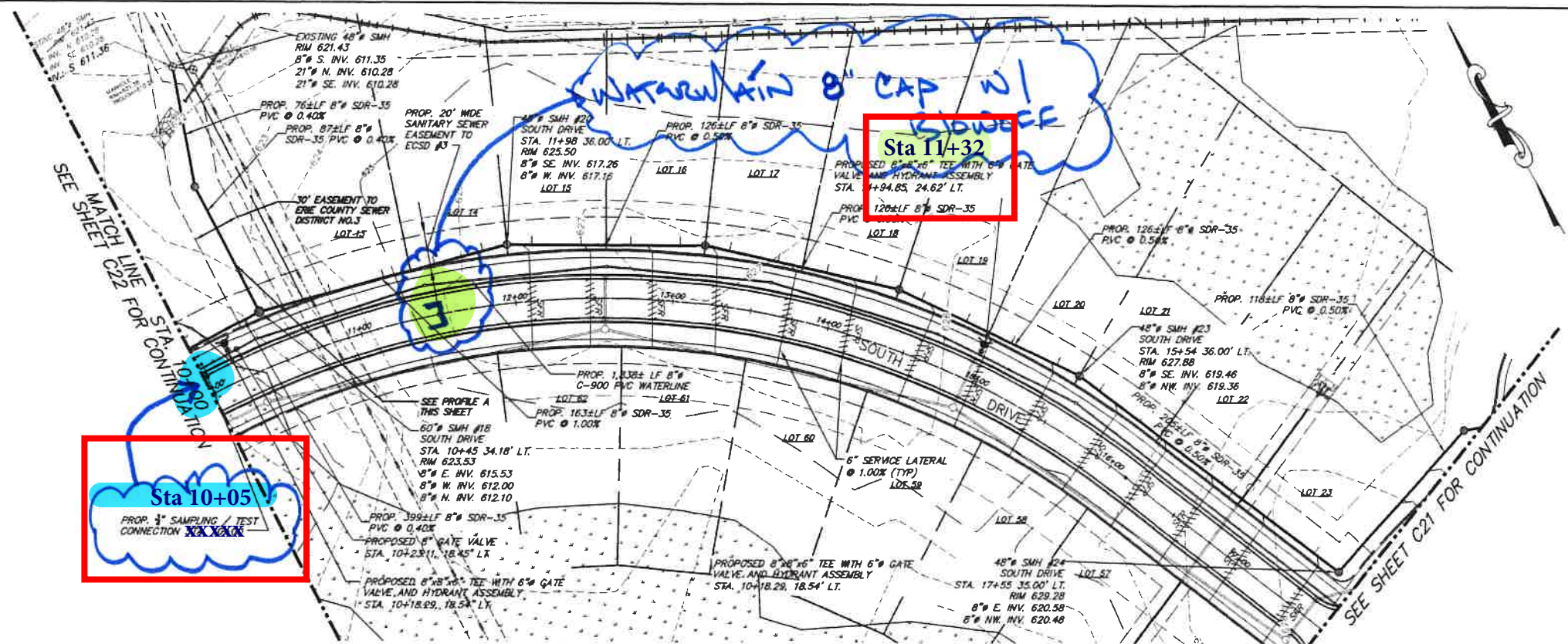






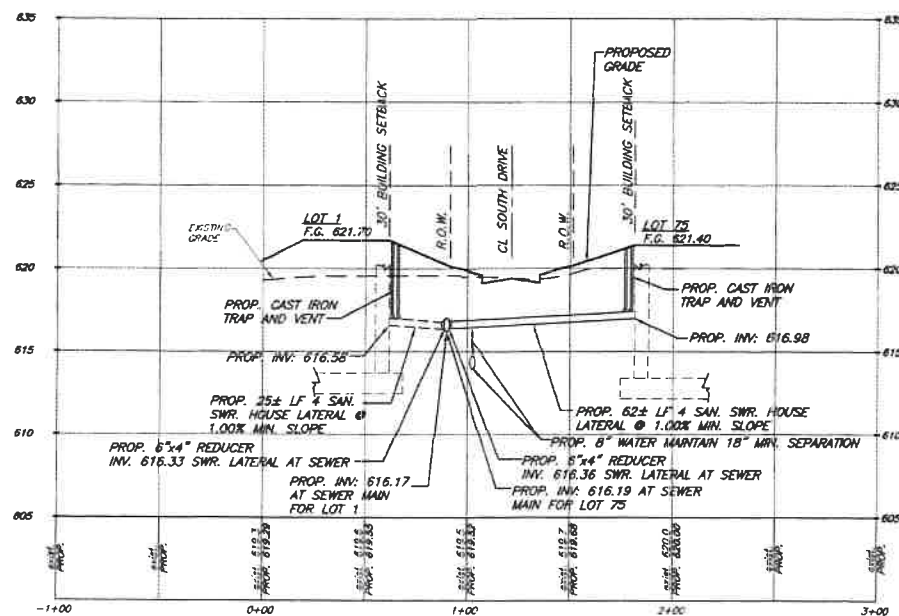
### SOUTH DR SANITARY CONNECT TO EXISTING - PROFILE A

SCALE:  
HORIZ.: 1"=40'  
VERT.: 1"=5'



- NOTE:  
1. MAINTAIN 5' MINIMUM COVER OVER WATERLINE  
AT ALL TIMES.  
2. FILL TO BE SATISFACTORILY INSTALLED AND COMPACTED  
PRIOR TO SANITARY SEWER INSTALLATION.

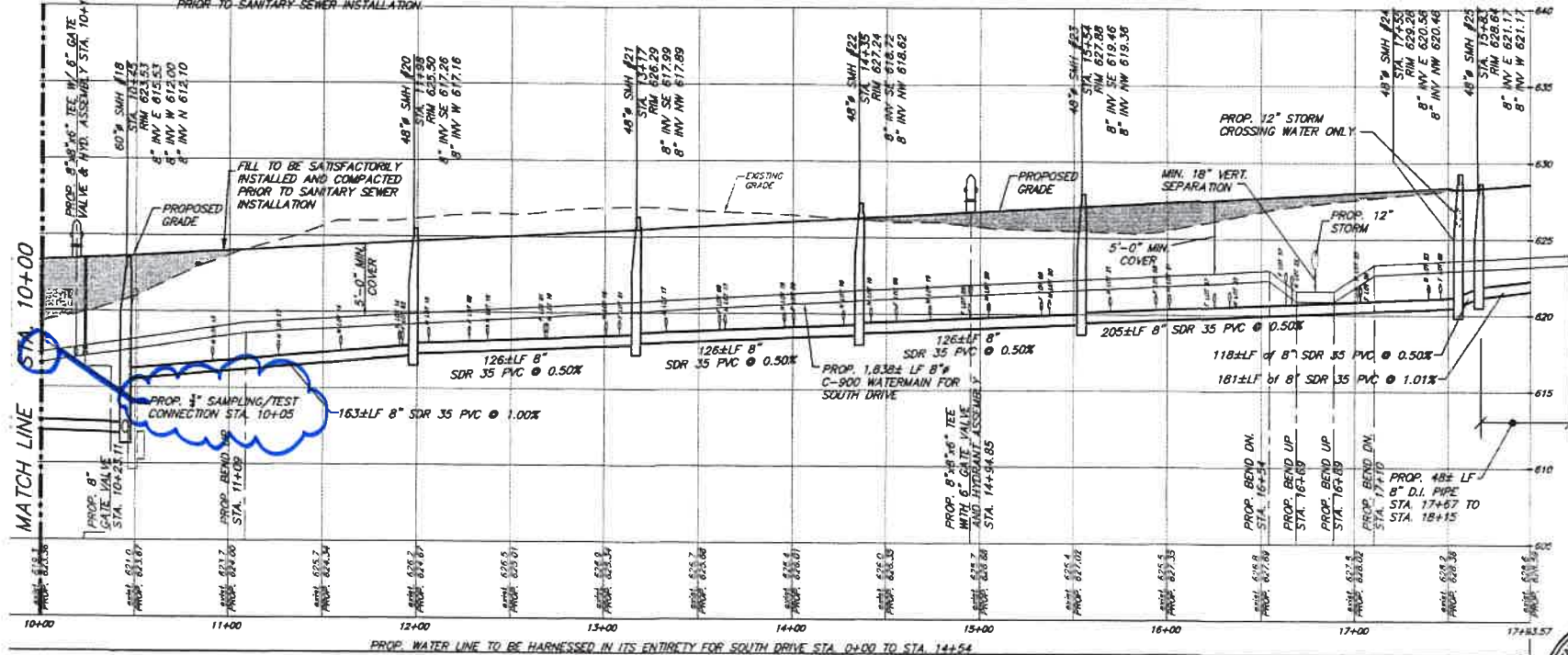
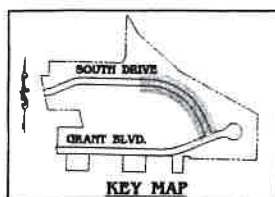
PLAN  
SCALE: 1"=40'



### SECTION A-A LOT 1 AND LOT 75

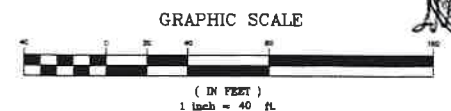
SCALE:  
HORIZ.: 1"=40'  
VERT.: 1"=5'

BEND	STATION	OFFSET LT.
11 1/4"	0+11.86	19.51 L.
11 1/4"	0+58.22	19.06 L.
11 1/4"	2+74.12	20.35 L.
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11 1/4"	15+60.67	20.49 L.



### SOUTH DR - PROFILE

SCALE:  
HORIZ.: 1"=40'  
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UNAUTHORIZED ALTERATION  
OR ADDITION TO THIS  
ENGINEERING DRAWING IS A  
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A CORPORATION REGISTERED TO PRACTICE  
PROFESSIONAL ENGINEERING & LAND SURVEYING  
IN THE STATE OF NEW YORK  
CERTIFICATE NO. 027

NO.	BY	DATE	REVISIONS
1	PJB	04/11	INTERNAL REVISIONS
2	PJB	06/27	ECWA COMMENTS
3	KPB	11/07/11	DEC AND DSM COMMENTS
4	VBS	4-13-12	ECWA COMMENTS, ECDSM COMMENTS
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6	VBS	9-18-20	ECWA REVIEW COMMENTS

DESIGNED BY: NCI  
DRAWN BY: NCI  
DATE: 08/06/2020  
JOB NO. 08J5-0041  
DRAWING NO. 08J5-0041

CHECKED BY: MCP  
CHECKED BY: RJP  
SCALE: 1"=40'

**Nussbaumer  
& Clarke, Inc.**  
ENGINEERS AND SURVEYORS  
SUNVALG, NY

QUEENS LANDING SUBDIVISION  
FOR : 1000 QUEEN'S GRANT LLC.  
TOWN OF WEST SENeca, ERIE COUNTY  
STATE OF NEW YORK  
**SANITARY, WATER PLAN/PROFILE**  
STA 10+00 TO 17+93.57

SHEET NO.  
**C23**  
**C32**

# Maintenance Bond

Bond No. EACX4021720  
Executed in Triplicate

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Russo Development, Inc.  
3710 Milestrip Road  
Blasdell, New York 14219

SURETY (Name and Address of Principal Place  
of Business): **Endurance Assurance Corporation**  
**4 Manhattanville Road**  
**Purchase, NY 10577**

OWNER (Name and Address):

Erie County Water Authority  
295 Main St., Room 350  
Buffalo NY 14203

## CONTRACT

Project No: 201100112  
Date: December 3, 2020  
Amount: **Sixty Nine Thousand Seventy Dollars & 00/100 - - - (\$69,070.00)**  
Description: Main Extension Agreement (Builder-Contractor-Developer)  
Queens Landing Subdivision Phase I  
Town of West Seneca  
BCD: 11-01; EC #6488  
ECWA Project No.: 201100112

## BOND

Date (Not earlier than Contract Date): **February 10, 2022**  
Amount: **Sixty Nine Thousand Seventy Dollars & 00/100 - - - (\$69,070.00)**  
Modifications to this Bond Form: **None**

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

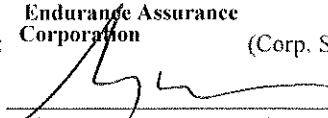
### CONTRACTOR AS PRINCIPAL

Company: **Russo Development, Inc.** (Corp. Seal)

Signature:   
Name and Title: **Joseph L. Russo II, President**

### SURETY **Endurance Assurance**

Company: **Corporation** (Corp. Seal)

Signature:   
Name and Title: **Gary A. Cardinale, Attorney-In-Fact**  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

### CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

### SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_



1 The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference

2 If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3 If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default, and

3.2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1, and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the Contract; or

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract

4 When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5 If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to

the OWNER

6 After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR

7 The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors

8 The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 Definitions

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 10th day of February in the year 2022, before me, the undersigned, personally appeared Joseph L. Russo II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COLLEEN A KENDZIORA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KE4993847  
Qualified in Erie County  
Commission Expires March 23, 2022  
ACKNOWLEDGMENT OF SURETY

Colleen A. Kendziora  
Notary Public

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 10th day of February in the year 2022, before me, the undersigned, personally appeared Gary A Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COLLEEN A KENDZIORA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KE4993847  
Qualified in Erie County  
Commission Expires March 23, 2022

Colleen A. Kendziora  
Notary Public





# POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Gary A. Cardinale** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Forty Million Dollars (\$40,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

**Endurance Assurance Corporation**  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



**Endurance American Insurance Company**  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



**Lexon Insurance Company**  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



**Bond Safeguard Insurance Company**  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of February, 2022.

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

**ENDURANCE ASSURANCE CORPORATION**  
**FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS**

As of December 31, 2020

**ASSETS:**

Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
<b>Total Cash and Invested Assets</b>	<b>\$ 4,249,738,000</b>

Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
<b>Total Admitted Assets</b>	<b>\$ 5,135,671,150</b>

**LIABILITIES:**

Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
<b>Total Liabilities</b>	<b>\$ 3,090,671,193</b>

**CAPITAL AND SURPLUS:**

Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
<b>Total Capital and Surplus</b>	<b>\$ 2,044,999,957</b>

<b>Total Liabilities and Capital and Surplus</b>	<b>\$ 5,135,671,150</b>
--	-------------------------

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

*Entela Hana*

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day  
of March, 2021:

Notary Public Seal

*Fiona McNamara*

Notary Public Seal

Notary Public, State of New York  
Qualified in Rockland County  
No. 01MC5081895  
My commission expires July 14, 2021

Payment Bond

Bond No. EAIC177000045  
Executed in Triplicate

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Russo Development, Inc.  
3710 Milestrip Road  
Blasdell, New York 14219

SURETY (Name and Address of Principal Place of Business):

Endurance American Insurance Company  
4 Manhattanville Road  
Purchase, NY 10577

OWNER (Name and Address):

Erie County Water Authority  
295 Main St., Room 350  
Buffalo, NY 14203

CONTRACT

Project No.: 201100112  
Date: December 3, 2020  
Amount: Sixty Nine Thousand Seventy Dollars & 00/100 - - - (\$69,070.00)  
Description: Main Extension Agreement (Builder-Contractor-Developer)  
Queens Landing Subdivision Phase I  
Town of West Seneca  
BCD: 11-01; EC #6488  
ECWA Project No.: 201100112

BOND

Date (Not earlier than Contract Date): February 10, 2022  
Amount: Sixty Nine Thousand Seventy Dollars & 00/100 - - - (\$69,070.00)  
Modifications to this Bond Form: None

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

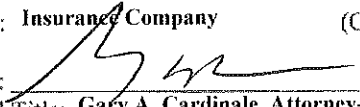
CONTRACTOR AS PRINCIPAL

Company: Russo Development, Inc. (Corp. Seal)

Signature:   
Name and Title: Joseph L. Russo II, President

SURETY Endurance American

Company: Insurance Company (Corp. Seal)

Signature:   
Name and Title: Gary A. Cardinale, Attorney-In-Fact  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 10th day of February in the year 2022, before me, the undersigned, personally appeared Joseph L. Russo II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COLLEEN A KENDZIORA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. OIKE4993847  
Qualified in Erie County  
~~C. ACKNOWLEDGMENT OF SURETY~~

Colleen A. Kendziora  
Notary Public

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 10th day of February in the year 2022, before me, the undersigned, personally appeared Gary A Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COLLEEN A KENDZIORA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. OIKE4993847  
Qualified in Erie County  
Commission Expires March 23, 2022

Colleen A. Kendziora  
Notary Public





# POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Gary A. Cardinale** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Forty Million Dollars (\$40,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

**Endurance Assurance Corporation**  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



**Endurance American Insurance Company**  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



**Lexon Insurance Company**  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



**Bond Safeguard Insurance Company**  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of February, 2022

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

**ENDURANCE AMERICAN INSURANCE COMPANY**  
**FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS**  
As of December 31, 2020

**ASSETS:**

Bonds	\$ 1,072,068,523
Stocks	\$ 259,479,838
Other Invested Assets	\$ 13,477,581
Receivable for Securities	\$ 1,664,449
Cash and Cash Equivalents	\$ 330,430,954
<b>Total Cash and Invested Assets</b>	<b>\$ 1,677,121,345</b>

Agents' Balances or Uncollected Premiums	\$ 1,016,377,118
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 446,914,860
Funds Held By or Deposited With Reinsurance Companies	\$ 24,284,710
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ 269,535
Net Deferred Tax Asset	\$ 31,563,271
Receivables From Parent, Subsidiaries & Affiliates	\$ 49,635,594
Aggregate Write-ins for Other Than Invested Assets	\$ 51,669
Investment Income Due and Accrued	\$ 6,347,595
<b>Total Admitted Assets</b>	<b>\$ 3,252,565,697</b>

**LIABILITIES:**

Losses	\$ 479,413,921
Loss Adjustment Expenses	\$ 99,971,551
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 394,120,484
Taxes Licenses and Fees	\$ 5,880,012
Unearned Premiums	\$ 412,330,318
Ceded Reinsurance Premiums Payable	\$ 751,760,734
Funds Held by Company Under Reinsurance Treaties	\$ 48,094,048
Commissions Payable, Contingent Commissions and Similar Items	\$ (1,211,893)
Amounts Withheld or Retained by Company for Account of Others	\$ 5,902,949
Remittances and Items Not Allocated	\$ 23,623,502
Other Expenses Payable	\$ 587,644
Payable to Parents, Subsidiaries and Affiliates	\$ 27,552,897
Provision for Reinsurance	\$ 48,483,793
Payable for Securities	\$ 12,255,426
Other Liabilities	\$ 30,569,927
<b>Total Liabilities</b>	<b>\$ 2,339,335,313</b>

**CAPITAL AND SURPLUS:**

Common Capital Stock	\$ 6,000,000
Gross Paid In and Contributed Surplus	\$ 1,110,153,297
Unassigned Funds (Surplus)	\$ (202,922,913)
<b>Total Capital and Surplus</b>	<b>\$ 913,230,384</b>

<b>Total Liabilities and Capital and Surplus</b>	<b>\$ 3,252,565,697</b>
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I, Entela Hana, Treasurer of Endurance American Insurance Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

*Entela Hana*

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day of March, 2021:

*Fiona McNamara*

Notary Public Seal

Notary Public, State of New York  
Qualified in Rockland County  
No. 01MC5081895  
My commission expires July 14, 2021



**ERIE COUNTY WATER AUTHORITY  
MAIN EXTENSION AGREEMENT  
(Builder-Contractor-Developer)**

The **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation created and existing under the laws of the State of New York, with its principal office at 295 Main Street, Room 350, Buffalo, New York, 14203, hereinafter called the "Authority", and **1000 QUEENS GRANT, LLC**, One Niagara Square, Buffalo, New York 14202, (hereinafter "Developer - BCD Applicant") and **RUSSO DEVELOPMENT, INC.**, 3710 Milestrip Road, Blasdell, New York 14219 (hereinafter "Contractor - BCD Applicant," collectively with Developer-BCD Applicant as "BCD Applicants"). The BCD Applicants agree as follows:

1. This Agreement is made pursuant to Subdivision 10, Section 1054 of the Public Authorities Law and Title 10.00, "Extensions of Mains" of the Authority's Tariff.
2. The BCD Applicants desire to install water mains, hydrants and appurtenances as follows:

**INSTALL** approximately 1,152 +/- linear feet of 8" PVC water main in Queens Landing Subdivision Phase 1, Town of West Seneca, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

**INSTALL** three (3) hydrants and three (3) line valves in Queens Landing Subdivision Phase 1, Town of West Seneca, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

**South Drive**

**BEGINNING** along existing South Dr. at the Municipal boundary between the City of Lackawanna and the Town of West Seneca and thence easterly approximately 1,152 linear feet, terminating with a blow off at Sta. 11+24.

**AS SHOWN** and noted on Nussbaumer & Clarke, Inc.'s drawing of Queens Landing Subdivision Phase 1, dated August 6, 2020.

3. The BCD Applicants must be business entity registered with the New York Secretary of State to do business in the State of New York.
4. The BCD Applicants shall submit two (2) prints of subdivision drawings showing the proposed water main installation, hydrants, and appurtenances to the Authority's Plan Review Section for review. One (1) print will be returned either approved or marked for correction. If corrections are required, two (2) prints of

the revised drawings shall be resubmitted to the Engineering Department for review and approval. The same procedure shall be followed until the drawings are approved.

5. If the Authority requires a main greater than eight (8") inches in diameter be installed in a subdivision for the Authority's convenience, the Authority will either install the main, or pay the BCD Applicants the cost difference between installing an eight (8") main and installing the larger main. If the Authority installs a main greater than eight (8") inches in diameter, the BCD Applicants will be required to pay the Authority only the cost for installing an eight-inch main. The Authority must receive payment in advance before the Authority will install any such main. This provision only applies when the Authority directs the installation of a main greater than 8" inches for reasons unrelated to the water needs and demands of the BCD Applicants' subdivision.
6. If the BCD Applicants require a main larger than an eight (8") inch to service the subdivision, the BCD Applicants shall install such main.
7. In the event a water main(s) is (are) required to reach the subdivision, the BCD Applicants will be required to submit a plan in compliance with provisions 10.02 through 10.10 of the Authority's Tariff subject to the approval of the Authority.
8. Vacant lots in new subdivisions which are to receive water service for an existing main appropriate to the service requested will not be included in this Main Extension Agreement. Applications for these services are to be made individually as each structure is erected. Those services will be installed by the Authority in accordance with the provisions of Section 4.00 of the Authority's Tariff in effect at the time the application is made.
9. After the Authority has approved the subdivision drawings, final approval of the subdivision drawings must be obtained from the town, city or other appropriate governmental body. Two reproducible approved drawings shall then be submitted to the Authority for signature of the Authority's Executive Engineer. Two reproducible signed drawings will be returned to the BCD Applicants upon execution of the Main Extension Agreement.
10. Prior to beginning installation of the water mains, hydrants and appurtenances, BCD Applicants shall provide the Authority with the following:
  - a. Names of all sub-contractor, if any, who will be installing water mains and appurtenances;
  - b. Shop drawings showing that all materials used in the construction of the water mains and appurtenances meet the Authority's specifications;
  - c. Name of engineer who will do the full-time inspection;

- d. Five (5) days advance written notice of the starting date of construction;
  - e. A certified copy of the resolution of the town, city or other appropriate governing body authorizing and approving the installation of hydrants. Such resolution shall set forth that the town, city or other appropriate governing body shall pay the annual rates for the hydrants to be installed as provided for in the Authority's Tariff.
- 11. The BCD Applicants shall arrange for water samples and bacterial tests to be taken and tested by an approved laboratory. The results shall be submitted to the Erie County Health Department for approval, and if all tests are satisfactory, the County Health Department shall submit a Certificate of Acceptance to the Authority.
  - 12. Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure tests and the disinfection of the water mains and appurtenances. If the mains and appurtenances should fail the pressure or leakage tests, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained. Upon completion of these tests, the mains shall be shut off and not placed into service until the County Health Department issues a Certificate of Acceptance, all legal and administrative requirements have been satisfied, and the work has been accepted by resolution of the Authority. The Authority will then turn on the mains, which have been accepted by the Authority, and service can begin.
  - 13. Within four (4) weeks of the date the Erie County Health Department Certificate of Acceptance is received, and prior to both acceptance by the Authority and the date water service is begun, BCD Applicants shall have the Contractor - BCD Applicant provide the Authority with the following:
    - a. Maintenance bond.
      - (1) A maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances.
      - (2) Said bond shall cover a period of twenty-four (24) months following the completion of the installation of water mains and appurtenances. During this 24-month period, the Contractor – BCD Applicant agrees to maintain and repair the water mains and appurtenances accepted by the resolution of the Authority.
      - (3) The completion date shall be established as the date of the acceptance of the work by resolution of the Authority.

by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "As-Built" drawing.

- e. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. A completed "Schedule of Inventory" shall be attached to bill of sale on the form provided by the Authority.
- 14. Water service connections will be installed by the Authority at the time requested by the BCD Applicants. The BCD Applicants shall make arrangements for the water service connection as well as meter installation and payment.
- 15. The BCD Applicants shall notify the Authority when customer service is desired at an individual premise so that a meter can be installed. If the BCD Applicants fail to notify the Authority that a meter should be installed, the BCD Applicants shall be required to pay three (3) times the monthly minimum charge for the size of meter to be installed for each month or part thereof that water has been used at the premise. This period of time will be calculated from the date of issue of the Certificate of Occupancy or the date of sale by the BCD Applicants of said premises, whichever is earlier, to the date the meter is installed. Meter installations will be in accordance with the provisions of Section 6.00 of the Authority's Tariff.
- 16. No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire protection system, or periodic drills by legally constituted fire companies, unless written authorization is given by the Authority. The Authority shall be notified in advance of the time of all tests and drills, so that if desired, the Authority may have a representative present.
- 17. At the completion of all the work, labor and service as well as installation of all materials and after all the conditions hereinabove set forth are complied with to the satisfaction of the Authority, the Authority agrees to accept said water mains, hydrants, services, and other appurtenances.
- 18. Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to BCD Applicants in the same manner as if the mains were originally installed by the Authority.
- 19. The Authority reserves the right at any time, without notice to shut off the water in its mains to make repairs, extensions or for other purposes, and it is expressly agreed that the Authority shall not be liable for deficiency or failure in the supply of water, water pressure or for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property, other than through the gross negligence of the Authority. In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any other

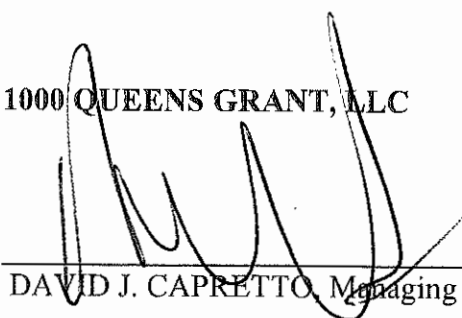
source of water supply not approved by the Department of Health of the State of New York.

20. It is mutually understood and agreed:

- a. The mains laid or to be laid pursuant to this Agreement shall be and remain the property of the Authority, its successors and assigns, and the Authority retains and shall have the right to extend any mains installed by it pursuant to the terms of the Agreement in or to other lands, streets or avenues, but BCD Applicants shall not by reason thereof be entitled to any repayment.
- b. Any authorized representative of the Authority shall have free access to the premises of the BCD Applicants at any reasonable time for the purpose of reading the meter or inspecting said construction.
- c. Only a town, village or legally constituted water district is permitted to resell water supplied by the Authority except as provided in Section 11.05 of the Authority's Tariff.
- d. Water Service may be disconnected for the reasons enumerated in Section 2.32 of the Authority's Tariff.
- e. This extension shall be made in accordance with provisions of the Authority's Tariff.

**IN WITNESS WHEREOF**, the parties hereto have duly caused their seals to be hereunto affixed and these presents to be signed by their duly authorized officers with the effective date of this Agreement to be the **3rd** day of **December 2020**, the date of the Authority's resolution authorizing its execution.

1000 QUEENS GRANT, LLC



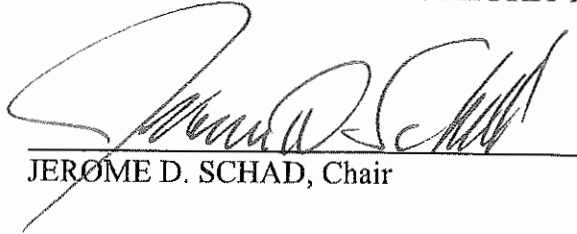
\_\_\_\_\_  
DAVID J. CAPRETTO, Managing Member

**RUSSO DEVELOPMENT, INC.**



JOSEPH L. RUSSO, II, President

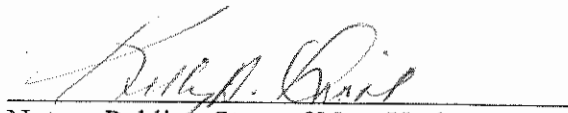
**ERIE COUNTY WATER AUTHORITY**



JEROME D. SCHAD, Chair

STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF ERIE         )

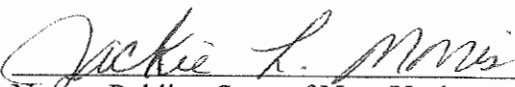
On this 17<sup>th</sup> day of February, 2020, before me personally came DAVID J. CAPRETTO, to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the Managing Member of 1000 QUEENS GRANT, LLC, a New York domestic limited liability company.

  
Notary Public - State of New York

KELLY A. LICHT  
Notary Public, State of New York  
Qualified in Erie and Niagara County  
No. 01LI5015428  
Commission Expires July 19, 2021

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF ERIE )

On this 28 day of December, 2020, before me personally came JOSEPH L. RUSSO, II, to me known, who being by me duly sworn, did depose and say that he/she resides at Hamburg, NY; that he/she is PRESIDENT of RUSSO DEVELOPMENT, INC., the corporation described in, and which executed, the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

  
Notary Public - State of New York

JACKIE L. MORRIS  
Notary Public, State of New York  
No. 01MO6016712  
Qualified in Erie County  
My Commission Expires 11-30-20 23

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF ERIE )

On this 3rd day of December, 2020, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

  
Notary Public - State of New York

Patricia Falgout #0057586  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires October 16, 2021 21